

# ONYX ENVIRONMENTAL SERVICES



## Waukesha County Recycling and Solid Waste Dental Amalgam Collection Program

Thank you for your interest in the Waukesha County Mercury Waste Disposal Program. This program is an opportunity for qualifying businesses to safely recycle mercury-containing products at a reduced cost.

Waukesha County is providing three collection sites for this program. Using the collection sites reduces the recycling cost normally associated with mercury-containing material, like amalgam.

Onyx Environmental Services is offering a special fee of \$65.00 for an Amalgam Recycling kit. Each kit contains a 2-quart container to place your amalgam wastes into. Simply place your amalgam wastes into the container and bring it to one of the three collection sites.

The Dental Amalgam Collection Program accepts the following material:

- Unused Mercury Containing Amalgam Products
- Scrap Mercury Amalgam Material (non-contacted)
- Contact Amalgam & Trap Solids that have been rendered non-infectious by 24-hour chlorine bleach sterilization. A certification of disinfection is also required.

Here is how the program works:

- 1) Complete the Registration Form, indicating the approximate weight of your waste and number of Amalgam Recycling kits required to contain your waste. Each kit has a 2-quart DOT approved shipping container.
- 2) Return the Registration Form with a check for your Total Cost. Your Total Cost is equal to the number of kits required x \$65.00 per kit. Prepayment is required to have a kit sent to you.
- 3) Upon receipt of the Registration Form and prepayment, Onyx Environmental Services will send you the Amalgam Recycling kit. Each kit will contain a 2-quart container, required shipping labels and documentation, and instructions.
- 4) Return the container to one of the three collection locations:

Collection Locations, Days & Hours of Operation (except Holidays)					
Location:	Onyx Environmental Services W124 N9451 Boundary Road Menomonee Falls, WI		Waukesha Incinerator Bldg. 900 Sentry Drive Waukesha, WI		Jensen Environmental Mgmt W144 S6347 College Court Muskego, WI
Days of Operation:	Mondays and Wednesdays	Saturdays	3 <sup>rd</sup> Wednesday of Month (May-October)	2 <sup>nd</sup> & 4 <sup>th</sup> Saturday of Month	Saturdays
Hours of Operation:	11am – 6pm	8am – 2pm	11am – 7pm	8am – 4pm	8am – 12noon

Your interest and participation in this program is vital to prevent mercury pollution in Waukesha County. If you have any questions about this program please contact the Waukesha County Mercury Recycling Collection Program at (262) 896-8327, or Onyx Environmental Services at (800) 255-5092 extension 45.

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## Waukesha County Recycling and Solid Waste Dental Amalgam Collection Program Registration and VSQG Receipt Form

<b>Business Name:</b>			
<b>Mailing/Street Address:</b>			
<b>City, State, Zip Code:</b>			
<b>Contact Persons:</b>		<b>Telephone:</b>	
<b>County of Business:</b>		<b>Fax:</b>	

Waste Description	Hazardous Waste Code(s)	Quantity	Unit of Measure	Number of Kits Required	Total Cost ( # of Kits x \$65 )
Mercury Amalgam	D009		lbs		\$
I certify that the amalgam waste offered for recycling has been properly disinfected and rendered non-infectious. Material that has not been rendered non-infectious may be returned to me and I accept all costs associated with returned material.					
Name: _____ Signature: _____					

Requested Collection Site		
Please check one. Collection days and times are found on the information and instruction sheets.		
<input type="checkbox"/> Onyx Environmental Services W124 N9451 Boundary Road Menomonee Falls, WI 53051	<input type="checkbox"/> Waukesha Incinerator Building 900 Sentry Drive Waukesha, WI 53186	<input type="checkbox"/> Jensen Environmental Mgmt W144 S6347 College Court Muskego, WI 53150
Requested Delivery Date: _____ Received By / Date: _____		

All VSQG Program Participants are responsible for the proper packing and transportation of their waste materials from the generating location to the service location. Program Participants should:

- Package the scrap amalgam waste in the supplied DOT approved container(s)
- Apply supplied labels to each container
- Complete and sign the Bill of Lading
- Keep Bill of Lading with driver of vehicle

If you have additional transportation questions please contact the Department of Transportation at (608) 266-1466.

Onyx will provide the labor, supplies and paperwork to safely and legally package, transport and dispose of the waste material received. All Generators (Businesses) must certify that they meet the definition of a VSQG participant per the Wisconsin Department of Natural Resources (WDNR) regulations by signing the following Statement.

GENERATOR STATEMENT OF VSQG STATUS	
I, _____, certify that I am currently knowledgeable of the hazardous waste regulations as they pertain to my business and certify that the hazardous waste listed above was generated by a very small quantity generator of hazardous waste. I further certify that a copy of this contract shall be kept in the business files at the place of hazardous waste generation for regulatory review for a minimum of three years from this date.	
Signature: _____	Date: _____

Please sign and return a copy of both this letter and the enclosed Services Agreement, along with a check for the Total Cost (indicated above) payable to Onyx Environmental Services to the following address:

Onyx Environmental Services  
Attn: Amalgam Program  
W124 N9311 Boundary Road  
Menomonee Falls, WI 53051

# ONYX ENVIRONMENTAL SERVICES



## SERVICES AGREEMENT

This Services Agreement, which includes any exhibits attached to it, is made as of the date shown below between \_\_\_\_\_, with offices at \_\_\_\_\_ ("you", "your") and Onyx Environmental Services, L.L.C. ("we", "us", "our").

### 1. **SERVICES PROVIDED**

We will provide you with collection, management, transportation, disposal and/or recycling services for your waste materials ("Waste Material(s)") described on the Registration and VSQG Receipt Form ("Registration Form"). You warrant that the Registration Form will contain a true and correct description of your Waste Material and that such Waste Material will conform to this description.

If your Waste Material does not conform to the descriptions in the Registration Form ("non-conforming waste"), we can, at our option, return it to you or require you to remove and dispose of the non-conforming waste at your expense, and reimburse us for any expenses we have incurred. In the event we perform services on your premises, you will provide us with a safe workplace, and if we request that work areas be secured, you will be solely responsible for securing such work areas and for preventing anyone other than our personnel from entering the designated work areas.

### 2. **INDEMNIFICATION**

We agree to indemnify, defend and save you harmless from and against any and all liability which you may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by our breach of this Agreement or any negligent act, negligent omission or willful misconduct of us or our employees, which occurs (1) during the management, collection or transportation of your Waste Materials, or (2) as a result of the disposal of your Waste Materials in a facility owned by us or our affiliated companies; provided that our indemnification obligations will not apply to occurrences involving non-conforming waste.

You agree to indemnify, defend and save us harmless from and against any and all liability which we may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by your breach of this Agreement or by any negligent act, negligent omission or willful misconduct of you or your employees in the performance of this Agreement.

### 3. **TERM**

The term of this Agreement will be for one year from the date below, and will be automatically renewed for successive one-year terms. Either of us may terminate the Agreement by giving the other 30 days' written notice of termination.

### 4. **MISCELLANEOUS**

This Agreement will be governed by the laws of the state in which services are performed, and is binding on the successors and assigns of both of us. The indemnification made by each of us will survive termination of this Agreement.

We will be entitled to recover our attorneys' fees and court costs in enforcing this Agreement. This Agreement supersedes any prior Agreements between us for locations and services covered by this Agreement. In the event of a conflict between the terms and conditions appearing on your purchase orders or other form order documents, this service agreement shall govern.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties on \_\_\_\_\_, 2002.

**Onyx Environmental Services, L.L.C.**

**Customer:**

By: \_\_\_\_\_ / GDW

By: \_\_\_\_\_

Name: Paul McShane \_\_\_\_\_

Name: \_\_\_\_\_

Title: District Branch Manager \_\_\_\_\_

Title: \_\_\_\_\_